

BILL NO. S-76-07-08

SPECIAL ORDINANCE NO. S- 130-76

AN ORDINANCE approving the lease/
financing of ten fire pumers for
the Fire Department.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY
OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated July 6, 1976,
between the City of Fort Wayne, by and through its Mayor,
and Lincoln National Bank & Trust Company, for:

Lease/Financing of ten (10) each
1250 G.P.M. Diesel Power Pumper-
Fire Trucks (Ref. Purchase Bid
#593) Per Bid #703. \$777,000.00

all as more particularly set forth on Purchase Order No.
3-33615, which is on file in the Office of the Department
of Purchasing and is by reference incorporated herein, made
a part hereof and is hereby in all things ratified, confirmed
and approved.

SECTION 2. This Ordinance shall be in full force and
effect from and after its passage and approval by the Mayor.

William T. Linga
Councilman

APPROVED AS TO FORM
AND LEGALITY,

City Attorney
CITY ATTORNEY

Read the first time in full and on motion by King seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 7/13/76

Charles W. Wooten
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Talarico, and duly adopted, placed on its passage.

PASSED (~~DOBT~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>7</u>	<u>0</u>	<u>1</u>	<u>1</u>	
BURNS	<u>✓</u>		<u>✓</u>		
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.				<u>✓</u>	
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 7/27/76

Charles W. Wooten
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (~~APPROPRIATION~~)

ORDINANCE (RESOLUTION) No. 2-130-76 on the 27th day of July, 1976.
ATTEST: (SEAL)

Charles W. Wooten
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of July, 1976, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Wooten
CITY CLERK

Approved and signed by me this 28th day of July, 1976, at the hour of 5:00 o'clock _____ M., E.S.T.

Robert Elmshorn
MAYOR

Bill No. S-76-07-08

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving the lease/financing of ten fire pumpers for the Fire Department

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Vivian G. Schmidt - Chairman

William T. Hinga - Vice-Chairman

Winfield C. Moses, Jr.

John Nuckols

Samuel J. Talarico

Vivian G. Schmidt
William T. Hinga

John Nuckols
Samuel J. Talarico

DATE 7-27-76 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

Memorandum

To D. B. Esterline, Chief, Fire Department

Date July 6, 1976

From A. C. Lord, Purchasing

Subject Lease-Purchase Financing for Ten (10) Diesel Powered Pumps

COPIES TO:

Attached are documents relating to Bid Reference No. 703, i.e. Lease-Purchase financing for ten (10) Diesel Powered Pumps for the Fire Department. These have been reviewed by Mr. Vern E. Sheldon, Associate City Attorney.

It is my understanding that "Prior Approval" for this Lease-Purchase has been obtained by the Fire Department.

The Lincoln National Bank and Trust Company offering is the lowest and best bid.

The following local lending institutions were invited to bid:

Lincoln National Bank	Indiana Bank
Fort Wayne National	Anthony Wayne Bank
People's Trust	

Of the local banks only Lincoln National submitted a bid.

Leasing Service Corporation of New York City was informed by People's Trust of our bid advertisement and made the only competing offer.

Kimco Leasing Company of Fort Wayne registered initial interest but subsequently withdrew.

Copies of the Vendors' Bid List, Bid Tabulation Sheets together with copy of the original Purchase Order, the Purchase Requisition, the Lease-Purchase Financing Purchase Order and submitted bids are attached.

Lincoln National's offering is good only through August 31, 1976. Accordingly, it is imperative that the Fire Department have the City Attorney prepare the required ordinance for submission to the Common Council without delay for introduction at its July 13, 1976 regular meeting.

Attachments

A. C. Lord
JSK

FORM 12-66
 PREPARED BY THE STATE BOARD
 OF PURCHASES FOR THE CITY OF
 FORT WAYNE 1965.

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
 NUMBER ONE EAST MAIN STREET
 ROOM 470
 FORT WAYNE, INDIANA 46802

PURCHASE ORDER NUMBER

3-33615H

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

DATE July 6, 1976

REF. NO.

REQ. NO.

THE ABOVE INFORMATION MUST APPEAR ON
 ALL INVOICES, BILLS OF LADING, DELIVERY
 TICKETS, PACKAGES AND CORRESPONDENCE.

INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY

DEPT. DP

DATE

WANTED

APPROPRIATION

AND FUND

NUMBER

DELIVER TO:

DEPARTMENT

OR DIVISION

Fire Department Garage

1717 S. Lafayette

Fort Wayne, Ind.

ADDRESS

TERMS

IF PAID WITHIN

DISCOUNT

IF PAID WITHIN

DISCOUNT

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QUANTITY

UNIT

MATERIALS, SUPPLIES OR SERVICES

UNIT

AMOUNT

TAX EXEMPT (UNLESS OTHERWISE INDICATED)

For Lease/Financing of ten (10) each
 1250 G.P.M. Diesel Power Pumps-Fire Trucks
 (Ref. Purchase Bid #593) Per Bid #703

177,000.00

NOTE

READ

INSTRUCTIONS ON
 THE BACK OF THIS
 ORDER

FOR ORDER FOR OR
 AGAIN, BY ACCEPTING
 THIS ORDER, ALL
 OF THE GENERAL
 CONDITIONS AND
 TERMS OF AGREEMENT
 WITH BACK OF THIS
 ORDER.

Subject to Councilmanic Approval.

IF THE OTHERWISE
 INDICATED THE PRICE
 SHOWN INCLUDES ALL
 TAXES, FEES, DELIVERY,
 PACKING, ETC., AND
 IS TO BE PAID UPON
 DELIVERY TO
 DESTINATION SPECIFIED.

IF THE OTHERWISE
 INDICATED THE PRICE
 SHOWN DOES NOT INCLUDE
 TAXES, FEES, ETC., AND
 IS TO BE PAID UPON
 DELIVERY TO
 DESTINATION SPECIFIED.

IF THE OTHERWISE
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 SHOWN DOES NOT INCLUDE
 TAXES, FEES, ETC., AND
 IS TO BE PAID UPON
 DELIVERY TO
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IF THE OTHERWISE
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 DELIVERY TO
 DESTINATION SPECIFIED.

IF THE OTHERWISE
 INDICATED THE PRICE
 SHOWN DOES NOT INCLUDE
 TAXES, FEES, ETC., AND
 IS TO BE PAID UPON
 DELIVERY TO
 DESTINATION SPECIFIED.

XXXXXXXXXXXXXXXXXXXX

JK/rw

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE SIGNATURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

City Controller W.G. SCHNITZER

Director of Purchases A.C. LORD

Per

Per

ROOM 470
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

3-26122 H

DATE September 5, 1974

REF. NO.

REQ. NO. 226

THE ABOVE INFORMATION MUST APPEAR ON ALL INVOICES, BILLS OF LADING, DELIVERY TICKETS, PACKAGES AND CORRESPONDENCE.

INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE WANTED } September 15, 1975

APPROPRIATION AND FUND NUMMER } 730-7-726

Fire Department
3rd Floor - City County Building
One Main Street - Fort Wayne, Indiana

Meek-Mack, Inc.
3125 U.S. #30 West
Fort Wayne, Indiana

DELIVER TO:-

DEPARTMENT
OR DIVISION

Fire Department Garage
1717 South Lafayette Street
Fort Wayne, Indiana

ADDRESS
CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
TAX EXEMPT (UNLESS OTHERWISE INDICATED)				
10		1250 GPM Diesel Power Pumps		849,831.30
		Less Trade Ins per Bid		72,000.00
				777,831.30
<p>Bid Reference No. 593</p> <p>Subject to Councilmanic Approval.</p> <p>RD/gb</p>				

COMPLIANCE WITH
IF DELIVERY DATE
REQUESTED WILL A
THIS "FOLLOW UP"
RESPONDENCE.

NOTE

READ

INSTRUCTIONS ON
THE BACK OF THIS
ORDER

THE CONTRACTOR OR
VENDOR, BY ACCEPT-
ING THIS ORDER, A-
GREET TO THE GEN-
ERAL CONDITIONS AND
TERMS OF AGREEMENT
ON THE BACK OF THIS
ORDER.

UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN INCLUDE ALL
CHARGES FOR DELIV-
ERY, PACKING, ETC.,
NECESSARY TO COM-
PLETE DELIVERY TO
DESTINATION SPECI-
FIED.

UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN DO NOT INCLUDE
TAXES OF ANY KIND.

EXEMPTION BLANKS
WILL BE FURNISHED
WHEN NECESSARY.

IND. SALES TAX
EXEMPT. CERTIF. NO.
34308

IF THIS ORDER DOES
NOT CORRESPOND WITH YOUR
QUOTATION, KINDLY
RETURN IT WITH AN
EXPLANATION.

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREOF HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

Edward G. Karnikar— City Controller

Per

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUESTION ON FILE IN THIS OFFICE.

Alex T. Demetrolf — Director of Purchases

Per

Tatulation of Bid:

Bid Reference No.: 703

Closing Date May 20, 1976

Subject: Ten (10) Diesel Powered Pumper Fire Trucks manufactured by Meek-Mack Corporation

A/A - IN PROCESS
FILE BY 6/30/76
NON-COLL
OKLincoln National Bank & Trust
110 East Berry Street

Item B - Term

Not to exceed 12 YR.
years in total

Item C - Rent

The sum of

1126,074.21
(349,074.21)

3 @ 50,000.00

9 @ 108,452.69

Item D - Stipulated Loss Value and Additional Charges

Yearly
Rehtal Periods

S.L.V.

Additional Charges Up
Termination (May
Expressed in \$) 5

1

777,000.00

2

769,735.00

3

762,070.43

4

753,984.30

5

687,000.75

6

616,333.10

7

541,778.73

8

463,123.82

9

380,142.99

10

292,598.16

11

200,238.37

12

102,798.79

13

14

15

Notes: See Letter - Good till 8/31/76

Other STIPULATIONS -

Tabulation of Bid:

Bid Reference No.: 703

Closing Date May 20, 1976

Subject: Ten (10) Diesel Powered Pumper Fire Trucks manufactured by Meek-Mack Corporation

A/A ATTACHED

SIGNED
NON-COLL
OK

Leasing Service Corporation
770 Lexington Avenue
New York, New York 10021

Item B - Term

Not to exceed 10YR.
years in total

Item C - Rent

The sum of
\$1,280,234.00
(503,234.00)
3 @ 50,000.00
7 @ 161,462.00

Item D - Stipulated Loss Value and Additional Charges

Yearly Rental Periods	S.L.V.	Additional Charges Up Termination (May Expressed in \$)
1	789,160.00	77,000.00
2	802,293.00	77,000.00
3	816,477.00	77,000.00
4	720,369.00	69,930.00
5	626,686.00	62,160.00
6	515,623.00	54,390.00
7	395,789.00	46,620.00
8	266,483.00	38,850.00
9	148,835.00	31,080.00
10		23,310.00
11		
12		
13		
14		
15		

Notes: Deleted Ref. to Meek Mack
P6 etc. - See P65

See P66 - Deleted Portion

Also See Letter - P61 of BID

TOTAL RENT = \$ 1,280,234.00

Bid Reference No. 703

Date May 20, 1976

Vendors Name & Address

Cards Mailed

Bids Picked Up

Bids Mailed

Mr. Robert B. Quance
Fort Wayne National Bank
743-0555

4-19-76

Mr. Herman Friedrich
Lincoln National Bank
423-6111

Mr. Howard Zimmerman
Anthony Wayne Bank
423-3611

Mr. Thomas Blume
Indiana Bank & Trust Co.
422-5511
DAVID BLANTON
- BRUCE SMITH -

4-23-76

Mr. James E. Felts
Peoples Bank & Trust
743-0383

4-19-76

Leasing Service Corporation
770 Lexington Avenue
New York, New York 10021
Attention: Harrod J. Kaplan

4-29-76

DICK HOFFMAN
Kimco Leasing Company
10517 Pine Mill
Fort Wayne, Indiana 46825
637-5276

4-15-76



770 LEXINGTON AVENUE

NEW YORK, N. Y. 10021

TELEPHONE 212-421-3600

May 18, 1976



City of Fort Wayne
Department of Purchases
Room 470, City County Building
One Main Street
Fort Wayne, Indiana, 46802

Attention: Mr. A. C. Lord

Dear Mr. Lord:

Enclosed please find our bid proposal for the leasing of the 10 Fire Trucks. As we discussed, we have made some deletions on page 5.

This corporation does not have any employees nor are we contemplating hiring any in the near future. Therefore, it would be inappropriate and without merit for us to submit an Affirmative Action Program.

We hope this explanation is satisfactory and sufficient.

Very truly yours,

LEASING SERVICE CORPORATION

A handwritten signature in dark ink, appearing to read "Harold J. Kaplan".

Harold J. Kaplan
Assistant Treasurer

HJK/r
Encl.

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as indicated, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

Ref. No. 703

Date April 8, 1976

Date wanted

*Mail all replies and correspondence, etc. to Attn of A.C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Fire Department
or Division 3rd Floor - City County Building
Address One Main Street - Fort Wayne, Indiana

Fund
Appropriation No.

RETURN ORIGINAL TO THE CITY - RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Thursday - May 20, 1976 - 10:00 A.M.
Time of Bids

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14668. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		<p>For the sum of \$777,000.00 as per specifications attached.</p> <p>This lease proposal is good for sixty(60) days from May 20, 1976. Lessee agrees not to assert against the Lessor and any subsequent Assignee any defense, setoff, recoupment, claim or counterclaim which Lessee may have against the Seller. Lessee agrees to pay the total rent of \$1,280,234.00 in accordance with the terms of the Schedule attached. The foregoing provisions shall become part of and shall be incorporated in the Lease between the City of Fort Wayne and Leasing Service Corporation.</p> <p>Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our F.E.O. Office for the current year; NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office</p> <p>Specify which: On File: Attached: X</p>		

id Bond required ☒ YES ☐ NO ☐ Performance Bond ☐ YES ☒ NO ☐ See instruction item No. 14 on reverse side hereof.

Terms % cash discount if paid within days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications appearing and at the rate set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order.

IMPORTANT

As delivery may be a dual-use factor in the award of an order, it is important that bidders furnish the information requested above.

LEASING SERVICE CORPORATION

Signature of Company Asst. Treas.

Address 770 Lexington Avenue

New York, N.Y. 10021

5/18/76

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and be further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

Prices: Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.

6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.

7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.

10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.

12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.

Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 204, section 10, being Burns Indiana Statute 40-2316-1944 supplement requiring each bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin or ancestry.**

16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:**

a) A bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.

b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bid wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. **Submission and Receipt of Bids:**

a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.

b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.

c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling.

Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.

d) Separate proposals must be submittal on each reference number.

e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted 19 25 follows:

Accepted 19 25 follows:

10 25 follows:

10 25 follows:

Accepted-Commissioner Dept. of Purchasing, etc.

Accepted-Commissioner Dept. of Purchasing, etc.

SCHEDULE

This Schedule is hereby incorporated and made a part of the Lease Agreement by and between LEASING SERVICE CORPORATION and the CITY of FORT WAYNE dated the day of , 197 .

A. EQUIPMENT LEASED:

Ten (10) Diesel Powered Pumper Fire Trucks manufactured by Meek-Mack Corporation.

B. TERM:

One (1) year renewable lease terms running for successive periods, not to exceed 10 years in total.

C. RENT:

As rent for said equipment Lessee shall pay Lessor the sum of \$1,280,234.00 Dollars (Total) except as otherwise provided in the Lease or in this schedule, said rent shall be payable in annual installments commencing upon the annual anniversary date of the commencement of the lease as follows:

Three (3) rental payments of \$50,000.00 per annum followed by rental payments of 161,462.00 Dollars per annum. Such payments shall be due annually on the 15th day following the annual anniversary date of the commencement of this lease. Unless sooner paid, all said rent shall be payable in any event on or before the expiration or sooner termination of this lease.

D. STIPULATED LOSS VALUE AND ADDITIONAL CHARGES:

Amount to be paid pursuant to paragraph 9 of said lease for each unit lost, stolen, destroyed or damaged beyond repair during each period thereof or amount to be paid in event Lessee terminates the lease pursuant to paragraph 11:

STIPULATED LOSS VALUES

<u>Yearly Rental Periods</u>		<u>Additional Charges Upon Termination (May be Expressed in %)</u>	
	<u>S.L.V.</u>		
1 50,000.00	789,160.00		77,000.00
2 50,000.00	802,293.00		77,000.00
3 50,000.00	816,477.00		77,000.00
4 161,462.00	720,369.00		69,930.00
5 161,462.00	626,686.00		62,160.00
6 161,462.00	515,623.00		54,390.00
7 161,462.00	395,789.00		46,620.00
8 161,462.00	266,483.00		38,850.00
9 161,462.00	148,835.00		31,080.00
10 161,462.00			23,310.00
11			
12			
13			
14			
15			

(Indicate applicable number of years.)

APPROVED AND AGREED TO this _____ day of _____, 197_, as a Schedule
to that certain Lease dated the _____ day of _____, 197_, by and between the
parties hereto, and made a part thereof.

LEASING SERVICE CORPORATION

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

BY: _____
Title

BY: _____
Title

BY: _____
Title

BY: _____
Title

BY: _____
Title

LESSOR

LESSEE

Address: 770 Lexington Ave.
New York, New York 10021

Address: City-County Building
Fort Wayne, Indiana

~~ORIGINAL AGREEMENT~~
(To be attached to or made a part
of the Standard Invitation for Bids)

The City of Fort Wayne proposes to enter into a lease-purchase agreement with the lending institution or bank offering the said City the most favorable terms for lease-purchase of 10 Diesel Powered Pumper Fire Trucks being manufactured by Meek-Mack Corporation ~~appended to the Standard Invitation for Bids~~,
~~and the City of Fort Wayne, and its successors and assigns, shall~~

~~enter into a lease-purchase agreement with the said City of Fort Wayne, and its successors and assigns, shall~~
~~and conditions~~

- (1) The successful bidder shall take an assignment of and assume the said City's obligations to purchase said Fire Trucks for the sum of \$777,000.00 from Meek-Mack Corporation ~~under and pursuant to the attached Purchase Order agreement~~

- (2) The lease purchase agreement will, except for the term, amounts of rental payments, stipulated loss value and additional charges upon termination, be in accordance with the lease purchase agreement and schedules on file at the office of the Director of Purchasing, City of Fort Wayne, City-County Building, Fort Wayne, Indiana. Any bid which includes variations from such lease purchase agreement, except for term, rental payments, stipulated loss value and additional charges upon termination, will result in rejection of such bid.

Specifications of said Fire Trucks are on file for inspection by bidders at Room 470, City County Building, and Fire Trucks already manufactured by Meek-Mack Corporation pursuant to said Purchase Order may be inspect at The Fort Wayne Fire Garage, 1705 South Lafayette Street, Fort Wayne, Indiana.

Bidders will complete blanks on attached form of schedule to become a part of the lease agreement, as well as comply with the general conditions of this bid proposal.

THIS LEASE made and entered into this _____ day of _____, 197_, and between
LEASING SERVICE CORPORATION Hereinafter called "Lessor", and THE
 CITY OF FORT WAYNE, hereinafter called "Lessee":
 WITNESSETH:

For and in consideration of the mutual covenants and promises hereinafter
 set forth, the parties hereto agree as follows:

1. LEASE. Lessor hereby leases to the Lessee and Lessee hereby leases and
 hires from Lessor ten (10) Diesel Powered Pumper Fire Trucks manufactured by Meek-Mack
 Corporation, ~~located at 5233 Lake Road, Fort Wayne, Indiana 46804~~
~~located at 5233 Lake Road, Fort Wayne, Indiana 46804~~ Said trucks are hereinafter collectively
 called "equipment".

2. TERM. The term of this lease respecting each item of equipment commences
 as to each such item of equipment upon the date Lessee executes and delivers to Lessor
 a Certificate of Delivery. The term of the lease ends on the date designated on the
 schedule, executed by parties, attached hereto and made a part hereof and hereinafter
 called the "schedule".

3. RENT. The rent for the said equipment shall be the amount designated in
 the said schedule. Lessee shall pay Lessor in the amounts and at the times set forth
 in the schedule, or to such other person and/or at such other places as Lessor may,
 from time to time, designate in writing.

4. USE AND LOCATION. Lessee shall use the equipment in a careful and proper
 manner and shall comply with and conform to all national, state, municipal, police and
 other laws, ordinances and regulations in anywise relating to the possession, use or
 maintenance of the equipment. It at any time during the term hereof Lessor supplies
 Lessee with labels, plates or other markings stating that the equipment is owned by
 Lessor, Lessee shall affix and keep the same upon a prominent place on the equipment.

The equipment shall be located at various City of Fort Wayne Fire Stations locations within the City of Fort Wayne and will be used only within the territorial limits of Allen County, Indiana. Said equipment shall be used and operated only for lawful purposes in compliance with the laws of the jurisdiction in which it may be operating and in compliance with all lawful acts, rules, regulations and orders of any commissions, boards or other legislative, executive or judicial bodies of officers. The equipment shall not be removed from the County of Allen without the prior written consent of Lessor.

5. LESSEE'S INSPECTION; CONCLUSIVE PRESUMPTIONS. Lessee shall inspect the equipment within ten (10) days after receipt thereof. Unless Lessee within said period of time gives written notice to Lessor, specifying any defect in or other proper objection to the equipment, Lessee agrees that it shall be conclusively presumed, as between Lessor and Lessee, that Lessee has fully inspected and acknowledged that the equipment is in good condition and repair, and that Lessee is satisfied with and has accepted the equipment in such good condition and repair. Lessor hereby assigns to Lessee any and all warranty rights, expressed or implied, it has or may have with the manufacturer of said equipment or any part of said equipment and nothing contained in this agreement shall be construed as a waiver by either the Lessor or the Lessee of any warranty, expressed or implied, or any claims arising out of warranties or other legal obligations of the seller of said equipment to Lessor or the manufacturer of said equipment or any part thereof which either Lessor or Lessee has or may in the future have against such seller or manufacturer.

6. LESSOR'S INSPECTION. Lessor shall at any time during business hours have the right to enter into and upon the premises where the equipment may be located for the purpose of inspecting the same or observing its use. Lessee shall give Lessor immediate notice of any attachment or other judicial process affecting any item of equipment and shall, whenever requested by Lessor, advise Lessor of the exact location of the equipment.

7. ALTERATIONS. Without the prior written consent of Lessor, Lessee shall not make any alterations, additions or improvements to the equipment, the removal of which would impair the original condition of the vehicle, ordinary wear and tear expected.

All detachable additions and improvements of whatsoever kind or nature made to the equipment shall belong to and become the property of Lessee upon the expiration, or earlier termination, of this lease.

8. REPAIRS. Lessee, at its own cost and expense, shall keep the equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the equipment in good mechanical and working order.

9. LOSS AND DAMAGE: STIPULATED LOSS VALUE. Lessee hereby assumes and shall bear the entire risk of loss and damage to the equipment from any and every cause whatsoever. No loss or damage to the equipment or any part thereof shall impair any obligation of Lessee under this lease which shall continue in full force and effect.

In the event of loss or damage of any kind whatever to any item of equipment, Lessee at the option of Lessor shall:

(a) Place the same in good repair, condition and working order; or

(b) Replace the same with like equipment in good repair, condition and working order; or, if same is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall:

(c) Pay Lessor therefor in cash the "Stipulated Loss Value" as set forth in the schedule. Upon such payment this lease shall terminate with respect to such item of equipment so paid for and Lessee thereupon shall become entitled to such item of equipment as-is-where-is without warranty, express or implied, with respect to any matter whatsoever.

10. OWNERSHIP. The equipment shall be owned by and titled and registered in the United States and in the State of Indiana in the name of Lessor. Lessee acknowledges and agrees that it has not, and by the execution hereof it does not have or obtain, by payments and performance hereunder it does not and will not have or obtain any title to the equipment or equipment therein or thereon (whether such equipment is delivered with the equipment or added thereafter), nor any property right or interest, legal or equitable, therein, except solely as Lessee hereunder and subject to all terms hereof.

11. RENEWAL AND TERMINATION. Unless Lessee provides Lessor with written notification of termination within sixty (60) days prior to the end of each annual lease term, the Lease will automatically be renewed on a year to year basis for the number of years described in the schedule. In the event the Lessee does serve notice to effect termination, the Lessee will pay the Lessor on the effective date of such termination the Stipulated Loss Value shown on the schedule for that date plus the additional amount, if any, shown on the schedule. Upon such termination and the receipt of such payment, Lessor shall cause the title and ownership of said equipment to be transferred to the Lessee.

12. SEPARABILITY OF TREATMENT OF ITEMS OF EQUIPMENT. In the event the provision with respect to loss and damage, Stipulated Loss Value, and termination of this lease involve less than all items of equipment, an adjustment of rent, the Stipulated Loss Values and other charges set forth in the schedule shall be made proratably so that the amount payable on rent, the Stipulated Loss Value or the Stipulated Loss Value plus additional charges upon termination will be adjusted to apply to only those items of equipment affected. For example, should one fire truck be damaged and the Lessor require that the Lessee pay in cash the Stipulated Loss Value, the amount payable would be one-tenth (1/10) of the Stipulated Loss Value as set forth in the schedule and the rent on the balance of the equipment will be reduced by one-tenth (1/10). By way of further example, should Lessee terminate the lease as to one (1) fire truck and not as to the balance of the equipment, the amount payable by the Lessee to the Lessor would be one-tenth (1/10) of the Stipulated Loss Value and additional charge as set forth in the schedule and the rent on the balance of the equipment would be reduced by one-tenth (1/10).

13. INSURANCE: Without limiting any of the other terms hereof, the Lessee agrees at its own cost and expense to keep the equipment leased hereunder insured against liability for bodily injury, death and property damage arising out of the condition, maintenance, use or operation of such equipment with limits of \$100,000.00, in respect to bodily injury or death to any one person, \$300,000.00 in respect to any one accident and \$10,000.00 in respect to damage to property, and to maintain any other insurance on the equipment and/or in respect to damages arising from the use or operation thereof,

and to post such as may be required by applicable law or regulations as a condition to the use or operation of the equipment under this lease in the jurisdiction where operated. Lessee also agrees at its own cost and expense to carry comprehensive (including fire and theft) and collision insurance on the equipment lease hereunder, the deductible amount under such collision insurance not to be in excess of \$1,000.00. All insurance shall provide for a ten (10) day prior written notice to Lessor of a cancellation or reduction in coverage and shall cover the interest of both Lessor and Lessee in the equipment or as the case may be, shall protect both Lessor and Lessee in respect of risks arising out of the condition, maintenance, use or operation of the equipment. The Lessee shall furnish Lessor with a certificate or other satisfactory evidence of the maintenance of any insurance required hereunder.

The proceeds of any insurance received by Lessor on account of or for any loss or casualty which has been made good by the Lessee shall be released to the Lessee upon satisfactory proof that such loss or casualty has been made good, unless the Lessee is at the time in default in the payment of and other liability hereunder.

14. TAXES AND OTHER ENCUMBRANCES. Lessee shall keep the equipment free and clear of all levies, liens and encumbrances and shall pay directly all sales, use, excise, personal property and other and valorem taxes (including any tax on rentals which is in substitution for, or relieves the Lessee from, any and valorem tax which Lessee would otherwise be obligated to pay), assessments and other governmental charges by whomsoever payable on account of the equipment or its use, ownership, possession, rental, transportation, delivery or operation; provided that if any such taxes, assessments, and charges are not permissive of direct payment by Lessee, Lessee shall pay to Lessor sums sufficient for the payment thereof; and provided further that the provisions of this subparagraph shall not apply to federal or state income, franchise and like taxes directly imposed upon Lessor by reason of or measured by rentals payable hereunder or net income therefrom.

15. LESSOR'S PAYMENT. In case of failure of Lessee to procure or maintain said insurance or to pay said fees, assessments, charges and taxes, all as hereinbefore specified, Lessor shall have the right, but shall not be obligated to effect such insurance, or pay said fees, assessments, charges and taxes, as the case may be. In that event, the cost thereof shall be repayable to Lessor with the next installment of rent and failure to repay the same shall carry with it the same consequences as failure to pay any installment of rent.

16. WARRANTIES. As between Lessor and Lessee and subject to any and all rights either Lessor or Lessee has or may have against the Seller of the equipment to the Lessor or the manufacturer of said equipment or any part thereof, Lessee shall not be deemed to have made any representation or warranty, expressed or implied, as to the condition, merchantability, design, operation of or fitness for use of the equipment, or any other representation or warranty whatsoever, expressed or implied, with respect to the equipment and, as between Lessor and Lessee, Lessee hereby expressly waives its right to rely upon any such warranty, express or implied, including warranties as to merchantability and fitness for purpose and specifically accepts said equipment "AS IS".

17. INDEMNITY. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment, including without limitation the manufacture, selection, delivery possession, use, operation or return of the equipment.

18. DEFAULT. If Lessee with regard to any item or items of equipment fails to pay any rent or other amount herein provided within fifteen (15) days after the same is due and payable, or if Lessee with regard to any item or items of equipment fails to observe, keep or perform any other provision of this lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:

(a) To declare the entire amount of rent hereunder immediately due and payable as to any or all items of equipment, without notice or demand to Lessee.

(b) To sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any or all items of equipment.

(c) To take possession of any or all items of equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this lease as to any or all items of equipment unless Lessor expressly so notifies Lessee in writing

(d) To terminate this lease as to any or all items of equipment.

(e) To pursue any other remedy at law or in equity. Notwithstanding any said repossession, or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this lease.

All such remedies are cumulative, and may be exercised concurrently or separately.

19. BANKRUPTCY. Neither this lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if the Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on any item or items of the equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is a party with authority to take possession or control of any item or items of the equipment, Lessor shall have and may exercise any one or more of the remedies set forth in paragraph 18 hereof; and this lease shall, at the option of Lessor, without notice, immediately terminate and shall not be treated as an asset of lessee after the exercise of said option.

20. CONCURRENT REMEDIES. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time,

21. LESSOR'S EXPENSES. Lessee shall pay Lessor all costs and expenses, including attorney's fees, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

22. ASSIGNMENT. Without the prior written consent of Lessor, Lessee shall not (a) assign, transfer, pledge or hypothecate this lease, the equipment or any part thereof, or any interest therein or (b) sublet or lend the equipment or any part thereof or permit the equipment or any part thereof to be used by anyone other than Lessee or Lessee's employees. Consent to any of the foregoing prohibited acts applies only in the given instance; and is not a consent to any subsequent like act by Lessee or any other person.

Subject always to the foregoing, this lease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors and assigns of the parties hereto.

23. LESSOR'S ASSIGNMENT. It is understood that Lessor contemplates assigning this lease and/or mortgaging the equipment, and that said assignee may assign the same. All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, without notice to Lessee. If Lessor assigns this lease or the rentals due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by Lessor hereunder or pursuant to any other agreement between Lessor or Lessee should there be one, shall excuse performance by Lessee of any provision hereof. No such assignee shall be obligated to perform any duty, covenant or condition required to be performed by Lessor under the terms of this lease.

24. OWNERSHIP. The equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor, and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this lease.

25. PERSONAL PROPERTY. The equipment is, and shall at all times be and remain, personal property notwithstanding that the equipment or any part thereof may

now be, or hereafter become, in any manner affixed or attached to, or imbedded in or permanently resting upon, real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise.

26. NON WAIVER. No covenant or condition of this lease can be waived except by the written consent of Lessor. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Lessee to which the same may apply, and until complete performance by Lessee of said covenant or condition, Lessor shall be entitled to invoke any remedy available to Lessor under this lease or by law or in equity despite said forbearance or indulgence.

27. ADDITIONAL DOCUMENTS. If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the equipment.

28. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between Lessor and Lessee; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

29. NOTICES. Service of all notices under this agreement shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

30. GENDER: NUMBER. Whenever the context of this lease requires, the neuter gender includes the masculine or feminine, and the singular number includes the plural; and whenever the word "Lessor" is used herein, it shall include all assignees of Lessor. If there is more than one Lessee named in this lease, the liability of each shall be joint and several.

31. TITLES. The titles to the paragraphs of this lease are solely for the convenience of the parties, and are not an aid in the interpretation of the instrument.

32. TIME. Time is of the essence of this lease and each and all of its provisions.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

LEASING SERVICE CORPORATION

CITY OF FORT WAYNE
BOARD OF WORKS

BY: _____
Title

BY: _____
Title

BY: _____
Title

BY: _____
Title

BY: _____
Title

Lessor
(Seal)

Address: 770 Lexington Ave.
New York, New York 10021

Lessee
(Seal)

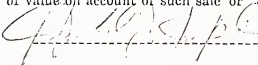
Address: City County Building
Fort Wayne, Indiana

NON-COLLUSION AFFIDAVIT

NEW YORK
STATE OF ~~XXXXXXXX~~ } SS:
NEW YORK COUNTY }

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

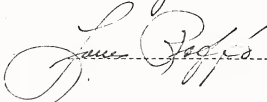


HAROLD J. KAPLAN, ASSISTANT TREASURER
Bidder or Agent

For LEASING SERVICE CORPORATION
Firm or Corporation

Subscribed and sworn to before me this 15th day of May, 1976.
My Commission Expires

LOUIS RABO
NOTARY PUBLIC, State of New York
No. 303156-1 Nassau County
Commission Expires March 30, 1977



News	
Sentinel	x
Journal	
Gazette	x
Other	

Kindly publish the following
advertisement on the dates as
shown and issue invoice to *

Department of Purchases
City of Fort Wayne

By W. C. Lee

Sealed Proposals will be received by the City of Fort Wayne at the Office of Department of Purchases, Number One Main Street, Room 470, Fort Wayne, Indiana, until Thursday - May 20, 1976 - 10:00 A.M. for the following items:

Bid Forms, specifications, etc., may be obtained upon application at the office and address given above.

[illegible]

Department of Purchases
City of Fort Wayne
By ~~C. E. Thompson~~ A. C. Lord
Director of Purchases

INSERT 1st RUN	REPEAT 2nd RUN	Type of Advertising Required
4-12-76	4-19-76	LEGAL NOTICE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Att. of A.C.Lord - 423-7037

DEPARTMENT OF PURCHASES

Room ~~205~~ 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division Fire Department

3rd Floor - City County Building

One Main Street - Fort Wayne, Indiana

Address One Main Street - Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Thursday - May 20, 1976 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34508. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		<p>For the sum of \$777,000.00 as per specifications attached.</p> <p>1. The undersigned hereby and herewith submits its commitment as outlined in the Commitment Letter and attachments dated May 20, 1976, enclosed herewith and made a part hereof.</p> <p>The undersigned's Affirmative Action Program is in process and shall be filed with the E.E.O. office by June 30, 1976</p> <p><i>NOTE: 1. E. E. O. OFFICE HAS LESSER COPY OF FORMS, COVER LETTER, 7 SCHEDULES</i> <i>W. J. 5/10/76</i></p> <p>Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E.E.O. Office for the current year; NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office</p> <p>Specify which: On File: _____ Attached: <u>SEE ABOVE</u></p>		

Bid Bond required ☐ NO ☒ YES _____ Performance Bond ☐ NO ☒ YES _____
See instruction item No. 15 on reverse side herof.
Terms _____ % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the prices set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

ଶ୍ରୀମତୀ ସୁଜାତା

LINCOLN NATIONAL BANK & TRUST CO. OF FT. WAYNE

Name of Company
 ASST. V.P.

116 E. Berry Street

Ft. Wayne 46802

5-20-76

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workman's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and be further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1941, chapter 203, section 10, being Burns Indiana Statute 40-2315-1941 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:**
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasure or corrections thereon may be rejected unless explained or noted over the signatures of the bidder.

Accepted 19 _____ as follows:

Date _____

Accepted by: _____

Accepted 19 _____ as follows:

Date _____

Accepted by: _____

SCHEDULE

This Schedule is hereby incorporated and made a part of the Lease Agreement
by and between _____ and the CITY of FORT WAYNE
dated the _____ day of _____, 197_.

A. EQUIPMENT LEASED:

Ten (10) Diesel Powered Pumper Fire Trucks manufactured by Meek-Mack Corporation.

B. TERM:

One (1) year renewable lease terms running for successive periods, not to exceed _____ years in total.

C. RENT:

As rent for said equipment Lessee shall pay Lessor the sum of _____ Dollars (Total) except as otherwise provided in the Lease or in this schedule, said rent shall be payable in annual installments commencing upon the annual anniversary date of the commencement of the lease as follows:

Three (3) rental payments of \$50,000.00 per annum followed by rental payments of _____ Dollars per annum. Such payments shall be due annually on the 15th day following the annual anniversary date of the commencement of this lease. Unless sooner paid, all said rent shall be payable in any event on or before the expiration or sooner termination of this lease.

D. STIPULATED LOSS VALUE AND ADDITIONAL CHARGES:

Amount to be paid pursuant to paragraph 9 of said lease for each unit lost, stolen, destroyed or damaged beyond repair during each period thereof or amount to be paid in event Lessee terminates the lease pursuant to paragraph 11:

<u>STIPULATED LOSS VALUES</u>		<u>Additional Charges Upon Termination (May be Expressed in %)</u>
<u>Yearly Rental Periods</u>	<u>S.L.V.</u>	
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

(Indicate applicable number of years.)

APPROVED AND AGREED TO this _____ day of _____, 197_, as a Schedule
to that certain Lease dated the _____ day of _____, 197_, by and between the
parties hereto, and made a part thereof.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

BY: _____
Title

BY: _____
Title

BY: _____
Title

BY: _____
Title

BY: _____
Title

LESSOR

Address:

LESSEE

Address: City-County Building
Fort Wayne, Indiana

LEASE PURCHASE AGREEMENT PROPOSAL

(To be attached to or made a part
of the Standard Invitation for Bids)

The City of Fort Wayne proposes to enter into a lease-purchase agreement with the lending institution or bank offering the said City the most favorable terms for lease-purchase of 10 Diesel Powered Pumper Fire Trucks being manufactured by Meek-Mack Corporation pursuant to Purchase Order No. _____, dated _____, Bid Reference No. 593 of the City of Fort Wayne, subject to the following terms and conditions:

- (1) The successful bidder shall take an assignment of and assume the said City's obligations to purchase said Fire Trucks for the sum of \$777,000.00 from Meek-Mack Corporation under and pursuant to the aforesaid Purchase Order agreement.
- (2) The lease purchase agreement will, except for the term, amounts of rental payments, stipulated loss value and additional charges upon termination, be in accordance with the lease purchase agreement and schedules on file at the office of the Director of Purchasing, City of Fort Wayne, City-County Building, Fort Wayne, Indiana. Any bid which includes variations from such lease purchase agreement, except for termn, rental payments, stipulated loss value and additional charges upon termination, will result in rejection of such bid.

Specifications of said Fire Trucks are on file for inspection by bidders at Room 470, City County Building, and Fire Trucks already manufactured by Meek-Mack Corporation pursuant to said Purchase Order may be inspect at The Fort Wayne Fire Garage, 1705 South Lafayette Street, Fort Wayne, Indiana.

Bidders will complete blanks on attached form of schedule to become a part of the lease agreement, as well as comply with the general conditions of this bid proposal.

THIS LEASE made and entered into this _____ day of _____, 197_, and between _____ Hereinafter called "Lessor", and THE CITY OF FORT WAYNE, hereinafter called "Lessee":

WITNESSETH:

For and in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. LEASE. Lessor hereby leases to the Lessee and Lessee hereby leases and hires from Lessor ten (10) Diesel Powered Pumper Fire Trucks manufactured by Meek-Mack Corporation pursuant to Purchase Order No. _____, dated _____, Bid Reference No. 593 of the City of Fort Wayne. Said trucks are hereinafter collectively called "equipment".

2. TERM. The term of this lease respecting each item of equipment commences as to each such item of equipment upon the date Lessee executes and delivers to Lessor a Certificate of Delivery. The term of the lease ends on the date designated on the schedule, executed by parties, attached hereto and made a part hereof and hereinafter called the "schedule".

3. RENT. The rent for the said equipment shall be the amount designated in the said schedule. Lessee shall pay Lessor in the amounts and at the times set forth in the schedule, or to such other person and/or at such other places as Lessor may, from time to time, designate in writing.

4. USE AND LOCATION. Lessee shall use the equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in anywise relating to the possession, use or maintenance of the equipment. It at any time during the term hereof Lessor supplies Lessee with labels, plates or other markings stating that the equipment is owned by Lessor, Lessee shall affix and keep the same upon a prominent place on the equipment.

The equipment shall be located at various City of Fort Wayne Fire Stations locations within the City of Fort Wayne and will be used only within the territorial limits of Allen County, Indiana. Said equipment shall be used and operated only for lawful purposes in compliance with the laws of the jurisdiction in which it may be operating and in compliance with all lawful acts, rules, regulations and orders of any commissions, boards or other legislative, executive or judicial bodies of officers. The equipment shall not be removed from the County of Allen without the prior written consent of Lessor.

5. LESSEE'S INSPECTION; CONCLUSIVE PRESUMPTIONS. Lessee shall inspect the equipment within ten (10) days after receipt thereof. Unless Lessee within said period of time gives written notice to Lessor, specifying any defect in or other proper objection to the equipment, Lessee agrees that it shall be conclusively presumed, as between Lessor and Lessee, that Lessee has fully inspected and acknowledged that the equipment is in good condition and repair, and that Lessee is satisfied with and has accepted the equipment in such good condition and repair. Lessor hereby assigns to Lessee any and all warranty reights, expressed or implied, it has or may have with the manufacturer of said equipment or any part of said equipment and nothing contained in this agreement shall be construed as a waiver by either the Lessor or the Lessee of any warranty, expressed or implied, or any claims arising out of warranties or other legal obligations of the seller of said equipment to Lessor or the manufacturer of said equipment or any part thereof which either Lessor or Lessee has or may in the future have against such seller or manufacturer.

6. LESSOR'S INSPECTION. Lessor shall at any time during business hours have the right to enter into and upon the premises where the equipment may be located for the purpose of inspecting the same or observing its use. Lessee shall give Lessor immediate notice of any attachment or other judicial process affecting any item of equipment and shall, whenever requested by Lessor, advise Lessor of the exact location of the equipment.

7. ALTERATIONS. Without the prior written consent of Lessor, Lessee shall not make any alterations, additions or improvements to the equipment, the removal of which would impair the original condition of the vehicle, ordinary wear and tear expected.

All detachable additions and improvements of whatsoever kind or nature made to the equipment shall belong to and become the property of Lessee upon the expiration, or earlier termination, of this lease.

8. REPAIRS. Lessee, at its own cost and expense, shall keep the equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the equipment in good mechanical and working order.

9. LOSS AND DAMAGE: STIPULATED LOSS VALUE. Lessee hereby assumes and shall bear the entire risk of loss and damage to the equipment from any and every cause whatsoever. No loss or damage to the equipment or any part thereof shall impair any obligation of Lessee under this lease which shall continue in full force and effect.

In the event of loss or damage of any kind whatever to any item of equipment, Lessee at the option of Lessor shall:

(a) Place the same in good repair, condition and working order; or
(b) Replace the same with like equipment in good repair, condition and working order; or, if same is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall:

(c) Pay Lessor therefor in cash the "Stipulated Loss Value" as set forth in the schedule. Upon such payment this lease shall terminate with respect to such item of equipment so paid for and Lessee thereupon shall become entitled to such item of equipment as-is-where-is without warranty, express or implied, with respect to any matter whatsoever.

10. OWNERSHIP. The equipment shall be owned by and titled and registered in the United States and in the State of Indiana in the name of Lessor. Lessee acknowledges and agrees that it has not, and by the execution hereof it does not have or obtain, by payments and performance hereunder it does not and will not have or obtain any title to the equipment or equipment therein or thereon (whether such equipment is delivered with the equipment or added thereafter), nor any property right or interest, legal or equitable, therein, except solely as Lessee hereunder and subject to all terms hereof.

11. RENEWAL AND TERMINATION. Unless Lessee provides Lessor with written notification of termination within sixty (60) days prior to the end of each annual lease term, the Lease will automatically be renewed on a year to year basis for the number of years described in the schedule. In the event the Lessee does serve notice to effect termination, the Lessee will pay the Lessor on the effective date of such termination the Stipulated Loss Value shown on the schedule for that date plus the additional amount, if any, shown on the schedule. Upon such termination and the receipt of such payment, Lessor shall cause the title and ownership of said equipment to be transferred to the Lessee.

12. SEPARABILITY OF TREATMENT OF ITEMS OF EQUIPMENT. In the event the provision with respect to loss and damage, Stipulated Loss Value, and termination of this lease involve less than all items of equipment, an adjustment of rent, the Stipulated Loss Values and other charges set forth in the schedule shall be made proratably so that the amount payable on rent, the Stipulated Loss Value or the Stipulated Loss Value plus additional charges upon termination will be adjusted to apply to only those items of equipment affected. For example, should one fire truck be damaged and the Lessor require that the Lessee pay in cash the Stipulated Loss Value, the amount payable would be one-tenth (1/10) of the Stipulated Loss Value as set forth in the schedule and the rent on the balance of the equipment will be reduced by one-tenth (1/10). By way of further example, should Lessee terminate the lease as to one (1) fire truck and not as to the balance of the equipment, the amount payable by the Lessee to the Lessor would be one-tenth (1/10) of the Stipulated Loss Value and additional charge as set forth in the schedule and the rent on the balance of the equipment would be reduced by one-tenth (1/10).

13. INSURANCE: Without limiting any of the other terms hereof, the Lessee agrees at its own cost and expense to keep the equipment leased hereunder insured against liability for bodily injury, death and property damage arising out of the condition, maintenance, use or operation of such equipment with limits of \$100,000.00, in respect to bodily injury or death to any one person, \$300,000.00 in respect to any one accident and \$10,000.00 in respect to damage to property, and to maintain any other insurance on the equipment and/or in respect to damages arising from the use or operation thereof,

and to post such as may be required by applicable law or regulations as a condition to the use or operation of the equipment under this lease in the jurisdiction where operated. Lessee also agrees at its own cost and expense to carry comprehensive (including fire and theft) and collision insurance on the equipment lease hereunder, the deductible amount under such collision insurance not to be in excess of \$1,000.00. All insurance shall provide for a ten (10) day prior written notice to Lessor of a cancellation or reduction in coverage and shall cover the interest of both Lessor and Lessee in the equipment or as the case may be, shall protect both Lessor and Lessee in respect of risks arising out of the condition, maintenance, use or operation of the equipment. The Lessee shall furnish Lessor with a certificate or other satisfactory evidence of the maintenance of any insurance required hereunder. The proceeds of any insurance received by Lessor on account of or for any loss or casualty which has been made good by the Lessee shall be released to the Lessee upon satisfactory proof that such loss or casualty has been made good, unless the Lessee is at the time in default in the payment of and other liability hereunder.

14. TAXES AND OTHER ENCUMBRANCES. Lessee shall keep the equipment free and clear of all levies, liens and encumbrances and shall pay directly all sales, use, excise, personal property and other and valorem taxes (including any tax on rentals which is in substitution for, or relieves the Lessee from, any and valorem tax which Lessee would otherwise be obligated to pay), assessments and other governmental charges by whomsoever payable on account of the equipment or its use, ownership, possession, rental, transportation, delivery or operation; provided that if any such taxes, assessments, and charges are not permissive of direct payment by Lessee, Lessee shall pay to Lessor sums sufficient for the payment thereof; and provided further that the provisions of this subparagraph shall not apply to federal or state income, franchise and like taxes directly imposed upon Lessor by reason of or measured by rentals payable hereunder or net income therefrom.

15. LESSOR'S PAYMENT. In case of failure of Lessee to procure or maintain said insurance or to pay said fees, assessments, charges and taxes, all as hereinbefore specified, Lessor shall have the right, but shall not be obligated to effect such insurance, or pay said fees, assessments, charges and taxes, as the case may be. In that event, the cost thereof shall be repayable to Lessor with the next installment of rent and failure to repay the same shall carry with it the same consequences as failure to pay any installment of rent.

16. WARRANTIES. As between Lessor and Lessee and subject to any and all rights either Lessor or Lessee has or may have against the Seller of the equipment to the Lessor or the manufacturer of said equipment or any part thereof, Lessee shall not be deemed to have made any representation or warranty, expressed or implied, as to the condition, merchantability, design, operation of or fitness for use of the equipment, or any other representation or warranty whatsoever, expressed or implied, with respect to the equipment and, as between Lessor and Lessee, Lessee hereby expressly waives its right to rely upon any such warranty, express or implied, including warranties as to merchantability and fitness for purpose and specifically accepts said equipment "AS IS".

17. INDEMNITY. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment, including without limitation the manufacture, selection, delivery possession, use, operation or return of the equipment.

18. DEFAULT. If Lessee with regard to any item or items of equipment fails to pay any rent or other amount herein provided within fifteen (15) days after the same is due and payable, or if Lessee with regard to any item or items of equipment fails to observe, keep or perform any other provision of this lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one of more of the following remedies:

(a) To declare the entire amount of rent hereunder immediately due and payable as to any or all items of equipment, without notice or demand to Lessee.

(b) To sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any or all items of equipment.

(c) To take possession of any or all items of equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this lease as to any or all items of equipment unless Lessor expressly so notifies Lessee in writing

(d) To terminate this lease as to any or all items of equipment.

(e) To pursue any other remedy at law or in equity. Notwithstanding any said repossession, or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this lease.

All such remedies are cumulative, and may be exercised concurrently or separately.

19. BANKRUPTCY. Neither this lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if the Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on any item or items of the equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is a party with authority to take possession or control of any item or items of the equipment, Lessor shall have and may exercise any one or more of the remedies set forth in paragraph 18 hereof; and this lease shall, at the option of Lessor, without notice, immediately terminate and shall not be treated as an asset of lessee after the exercise of said option.

20. CONCURRENT REMEDIES. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

21. LESSOR'S EXPENSES. Lessee shall pay Lessor all costs and expenses, including attorney's fees, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

22. ASSIGNMENT. Without the prior written consent of Lessor, Lessee shall not (a) assign, transfer, pledge or hypothecate this lease, the equipment or any part thereof, or any interest therein or (b) sublet or lend the equipment or any part thereof or permit the equipment or any part thereof to be used by anyone other than Lessee or Lessee's employees. Consent to any of the foregoing prohibited acts applies only in the given instance; and is not a consent to any subsequent like act by Lessee or any other person.

Subject always to the foregoing, this lease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors and assigns of the parties hereto.

23. LESSOR'S ASSIGNMENT. It is understood that Lessor contemplates assigning this lease and/or mortgaging the equipment, and that said assignee may assign the same. All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, without notice to Lessee. If Lessor assigns this lease or the rentals due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by Lessor hereunder or pursuant to any other agreement between Lessor or Lessee should there be one, shall excuse performance by Lessee of any provision hereof. No such assignee shall be obligated to perform any duty, covenant or condition required to be performed by Lessor under the terms of this lease.

24. OWNERSHIP. The equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor, and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this lease.

25. PERSONAL PROPERTY. The equipment is, and shall at all times be and remain, personal property notwithstanding that the equipment or any part thereof may

now be, or hereafter become, in any manner affixed or attached to, or imbedded in or permanently resting upon, real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise.

26. NON WAIVER. No covenant or condition of this lease can be waived except by the written consent of Lessor. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Lessee to which the same may apply, and until complete performance by Lessee of said covenant or condition, Lessor shall be entitled to invoke any remedy available to Lessor under this lease or by law or in equity despite said forbearance or indulgence.

27. ADDITIONAL DOCUMENTS. If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the equipment.

28. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between Lessor and Lessee; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

29. NOTICES. Service of all notices under this agreement shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

30. GENDER: NUMBER. Whenever the context of this lease requires, the neuter gender includes the masculine or feminine, and the singular number includes the plural; and whenever the word "Lessor" is used herein, it shall include all assignees of Lessor. If there is more than one Lessee named in this lease, the liability of each shall be joint and several.

31. TITLES. The titles to the paragraphs of this lease are solely for the convenience of the parties, and are not an aid in the interpretation of the instrument.

32. TIME. Time is of the essence of this lease and each and all of its provisions.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

CITY OF FORT WAYNE
BOARD OF WORKS

BY: _____
Title

BY: _____
Title

BY: _____
Title

BY: _____
Title

BY: _____
Title

Lessor
(Seal)
Address:

Lessee
(Seal)
Address: City County Building
Fort Wayne, Indiana

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
 --- ALLEN --- COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Sidney E. Baker III

 SIDNEY E. BAKER, III

 ASSISTANT VICE PRESIDENT

Bidder or Agent

LINCOLN NATIONAL BANK AND TRUST

For ----- COMPANY OF FORT WAYNE

Firm or Corporation

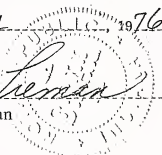
Subscribed and sworn to before me this 18th day of May, 1976

My Commission Expires

August 5, 1978

Trina A. Tieman

 Trina A. Tieman



News	
Sentinel	x
Journal	
Gazette	x
Other	

DATE April 8, 1976

* Department	<u>Fire Department</u>
	3rd Floor - City County Building
Address	One Main Street - Fort Wayne, Indiana

Department of Purchases
City of Fort. Wayne

By A. C. Zerk

BIDS WANTED - REFERENCE NO. 703

Sealed Proposals will be received by the City of Fort Wayne at the Office of Department of Purchases, Number One Main Street, Room 470, Fort Wayne, Indiana, until Thursday - May 20, 1976 - 10:00 A.M. for the following items:

The sum of \$777,000.00. See Page Attached.

Bid Forms, specifications, etc., may be obtained upon application at the office and address given above.

A×B×C×D×E×F×G×H×I×J×K×L×M×N×O×P×Q×R×S×T×U×V×W×X×Y×Z

[illegible]

Department of Purchases
City of Fort Wayne
By ~~Robert E. Lord~~ A. C. Lord
Director of Purchases

INSERT 1st RUN	REPEAT 2nd RUN	Type of Advertising Required
4-12-76	4-19-76	LEGAL NOTICE

LINCOLN NATIONAL BANK AND TRUST COMPANY, FORT WAYNE, INDIANA

-2-

If the Equipment has not been delivered at the above-described Location and accepted by you and if you have not executed the necessary Schedule or Schedules, prior to the above Expiration Date, or there is, prior to said Expiration Date, in our opinion, an adverse change in your financial condition since the date shown on the latest financial statement which you have furnished prior to the date of this letter, then, at our option, we may terminate our obligations under this letter agreement as to any equipment for which you have not executed a Schedule or Schedules, and you shall purchase from us at its cost to us, such Equipment as we have purchased or have become obligated to purchase hereunder.

It is understood that we are not bound by the oral or written statement of any employee or agent of ours, and that our obligations are contained only in this letter or any amendment to it in writing, signed by our authorized officer.

If you agree to enter into the leasing transaction on the terms set forth in this letter, in the Lease and in the Schedule, please indicate your acceptance by delivering to us the following within sixty(60) days from the date of this letter:

1. The enclosed copy of this letter with your executed acceptance thereon;
2. The original and one copy of the enclosed Lease executed by you; and

We retain title to the equipment and, by your acceptance hereof, you acknowledge our continuing title to the equipment and agree that this letter becomes a part of the Lease executed by you and delivered to us as provided in the foregoing paragraph.

Please be assured that we shall be certain that you receive the best and most efficient leasing service.

Very truly yours,

LINCOLN NATIONAL BANK AND TRUST
COMPANY OF FORT WAYNE

By

 A.V.P.

We hereby agree to enter the Leasing transaction described above on the terms and conditions set forth above and agree that the foregoing letter shall be a part of the Lease referred to in such letter.
CITY OF FORT WAYNE

Dated: _____

BY _____

Title _____

LINCOLN NATIONAL BANK AND TRUST COMPANY, FORT WAYNE, INDIANA

EXHIBIT A

To Letter Agreement dated May 20, 1976
Between Lincoln National Bank and Trust Company of Fort Wayne and
City of Fort Wayne (Lessee).

1. Authorization by appropriate City authority to enter into the Lease, and authorization of City official to execute Lease documents, including Certificate of Encumbancy certified by appropriate City authority.
2. Unless Lessee provides Lessor with written notification of termination within 60 days prior to the end of each annual lease term, the lease will automatically be renewed on a year-to-year basis as described on the first page of the Lease. In the event the City does serve notice to effect termination, the City will pay Lessor, on the effective date of such termination, the Stipulated Loss Value shown in the Schedule for that date plus accrued interest since last rental payment.
3. An opinion from the City Attorney to the Bank ("Lessor") stating that the Lease, as executed, constitutes a valid and binding obligation of the City of Fort Wayne and does not violate any by-laws of the City Common Council or need any other endorsement by any other municipal authority.

The form, substance and enforceability of all instruments required by us in completing the transaction proposed in the letter of which this exhibit is a part shall be satisfactory to our legal counsel. You agree to give us such evidence of compliance with the conditions of the letter as such legal counsel may reasonably require.

LINCOLN NATIONAL BANK AND TRUST
COMPANY OF FORT WAYNE

LINCOLN NATIONAL BANK AND TRUST COMPANY

116 EAST BERRY STREET
FORT WAYNE, INDIANA 46802

May 20, 1976

City of Ft. Wayne
c.o Mr. Alan Lord, Purchasing Agent
City-County Building
Fort Wayne, Indiana 46802

Gentlemen:

It is a pleasure to inform you that we hereby offer to enter into a leasing transaction with you under the terms of the lease and schedule enclosed herewith and upon the following additional terms and conditions.

Equipment: Ten (10) New Mack Fire Trucks under purchase order agreement with Meek Mack, Inc. of Fort Wayne, Indiana

Location: Various City of Fort Wayne Fire Station locations within the city of Fort Wayne.

Cost of Equipment: Net of trade-in and downpayment of \$777,000.00

Term of Lease: One (1) year renewable lease terms running for successive periods, not to exceed twelve (12) years in total.

Rent: First three (3) annual rentals of \$50,000.00 each, followed by nine (9) annual rentals of \$108,452.69 each. All rentals payable in arrears on anniversary date following lease commencement.

Renewal Option: None

Expiration Date of This Commitment: August 31, 1976

Insurance Procedures: As set forth on the attachment incorporated herein.

Investment Tax Credit: None available

Other: Additional terms and conditions as shown in Exhibits A and B. Also, at the end of the twelve year period as described above under term of lease, Lessor will abandon the equipment to Lessee.



LINCOLN NATIONAL BANK AND TRUST COMPANY, FORT WAYNE, INDIANA

EXHIBIT B

To Letter Agreement dated May 20, 1976
Between Lincoln National Bank and Trust Company of Fort Wayne and

PURCHASE ORDER AND INVOICE PROCEDURES

When you have executed the attached letter agreement, the original and two copies of the Lease enclosed herewith, have complied with the other conditions set forth in the letter agreement, and returned all necessary documents to us, you should then issue your orders for the Equipment to the suppliers thereof, sending signed copies of such orders to us. Your sending of such copies to us shall mean that you agree that the items of Equipment covered thereby are among those which you have agreed to lease from us pursuant to the letter agreement.

Each of your orders must include the following:

- (a) A full description of the Equipment, including model numbers.
- (b) The unit price of individual items, with extensions and total price.
- (c) Shipping instructions (F.O.B. point).
- (d) If the F.O.B. point is other than your destination, your acceptance of the Equipment at such F.O.B. point shall be required prior to the issuance of our confirming purchase order. Our form of letter for this purpose shall be sent to you upon our receipt of a copy of your purchase order.
- (e) Date delivery required, your plant.
- (f) The following clause: "This order is placed subject to your receipt of a confirming purchase order from Lincoln National Bank and Trust Company of Fort Wayne, which shall not be liable to you until it issues said confirming purchase order. Please bill Lincoln National Bank and Trust Company of Fort Wayne in quadruplicate and show consignee. Title to said Equipment shall vest in Lincoln National Bank and Trust Company of Fort Wayne."

Upon our receipt of a copy of any of your orders to a supplier signed by you, we will issue our standard form of confirming purchase order to such supplier, requesting him to send you an acknowledged copy.

INVOICE PROCEDURE

Upon our receipt of an invoice from a supplier, we will send it to you. You agree to indicate thereon, your approval and acceptance of the Equipment covered by the invoice and to return the approved invoice to us immediately after (a) you receive such invoice from us, or (b) you receive the Equipment, whichever is later, provided the items of Equipment covered thereby are delivered in good condition. We will then prepare a Lease schedule covering such Equipment which will be sent to you and which you agree to execute upon receipt and return to us.

LINCOLN NATIONAL BANK AND TRUST COMPANY, FORT WAYNE, INDIANA

INSURANCE PROCEDURE

The Leased Equipment is to be covered with insurance in form and amount with a company or companies approved by us, and evidence of such insurance is to be furnished to us.

Please supply us with evidence of the coverage or coverages marked below:

— PHYSICAL DAMAGE. Coverage against all risks of direct physical loss or damage for the actual cost to us of the equipment described in the attached letter agreement. Notwithstanding any exclusion in your insurance coverage, you shall be liable for loss or damage of the equipment from every cause whatsoever as set forth in the Lease.

Lincoln National Bank and Trust Company of Fort Wayne, 116 East Berry Street, Fort Wayne, Indiana 46802, is to be named as Loss Payee as their interest may appear.

— COLLISION. Coverage for damage or loss to the equipment as a result of collision in the amount of \$ _____ deductible.

Lincoln National Bank and Trust Company of Fort Wayne, 116 East Berry Street, Fort Wayne, Indiana 46802, is to be named as additional assured as their interest may appear.

— LIABILITY. Coverage shall be at least \$ _____ / _____ for Bodily Injury and \$ _____ for Property Damage.

Lincoln National Bank and Trust Company of Fort Wayne, 116 East Berry Street, Fort Wayne, Indiana 46802, is to be named as additional assured as their interest may appear.

— BOILER INSURANCE. Coverage on a Broad Form Boiler Policy shall be at least \$ Not Applicable.

Lincoln National Bank and Trust Company of Fort Wayne, 116 East Berry Street, Fort Wayne, Indiana 46802, is to be named as additional assured as their interest may appear.

All policies of insurance must provide for 30 days notice of cancellation to Lincoln National Bank and Trust Company of Fort Wayne. The policies or certificates furnished to us must carry such an endorsement.

Either a signed copy of the policy or a properly executed Certificate of Insurance is acceptable.

The Leased Equipment must also be covered by the coverage or coverages marked above during shipment to and prior to installation in your plant.

Evidence of the foregoing coverage shall be enclosed by you with the return of the executed copy of the Commitment Letter.

THIS LEASE, made this _____ day of _____, 19____, by and between
LINCOLN NATIONAL BANK AND TRUST COMPANY OF FORT WAYNE, hereinafter called
"Lessor," and THE CITY OF FORT WAYNE,
hereinafter called "Lessee."

WITNESSETH:

For and in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. **LEASE.** Lessor hereby leases to lessee, and lessee hereby leases and hires from lessor, all machinery, equipment and other property described in (a) the schedule executed by the parties concurrently herewith or hereafter and made a part hereof, and (b) any schedule or schedules hereafter executed by the parties hereto and made a part hereof. All said machinery, equipment and other property described in all said schedules is hereinafter collectively called "equipment"; and all said schedules are hereinafter collectively called "schedule."
2. **TERM.** The term of this lease respecting each item of equipment commences as to each such item of equipment upon the date Lessee executes and delivers to Lessor a Certificate of Delivery and Installation on the form of that attached hereto. The term of this lease ends on the date designated on this schedule.
3. **RENT.** The rent for any and every item of equipment described in the schedule shall be the amount designated in the schedule. Lessee shall pay lessor in advance, in the amounts and at the times set forth in the schedule, at the office of lessor, or to such other person and/or at such other place as lessor may from time to time designate in writing.
4. **USE.** Lessee shall use the equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in anywise relating to the possession, use or maintenance of the equipment. If at any time during the term hereof lessor supplies lessee with labels, plates or other markings stating that the equipment is owned by lessor, lessee shall affix and keep the same upon a prominent place on the equipment.
5. **LESSEE'S INSPECTION; CONCLUSIVE PRESUMPTIONS.** Lessee shall inspect the equipment within ten (10) days after receipt thereof. Unless lessee within said period of time gives written notice to lessor, specifying any defect in or other proper objection to the equipment, lessee agrees that it shall be conclusively presumed, as between lessor and lessee, that lessee has fully inspected and acknowledged that the equipment is in good condition and repair, and that lessee is satisfied with and has accepted the equipment in such good condition and repair.
6. **LESSOR'S INSPECTION.** Lessor shall at any time during business hours have the right to enter into and upon the premises where the equipment may be located for the purpose of inspecting the same or observing its use. Lessee shall give lessor immediate notice of any attachment or other judicial process affecting any item of equipment and shall, whenever requested by lessor, advise lessor of the exact location of the equipment.
7. **ALTERATIONS.** Without the prior written consent of lessor, lessee shall not make any alterations, additions or improvements to the equipment. All additions and improvements of whatsoever kind or nature made to the equipment shall belong to and become the property of lessor upon the expiration, or earlier termination, of this lease.
8. **REPAIRS.** Lessee, at its own cost and expense, shall keep the equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the equipment in good mechanical and working order.

9. LOSS AND DAMAGE; STIPULATED LOSS VALUE. Lessee hereby assumes and shall bear the entire risk of loss and damage to the equipment from any and every cause whatsoever. No loss or damage to the equipment or any part thereof shall impair any obligation of lessee under this lease which shall continue in full force and effect.

In the event of loss or damage of any kind whatever to any item of equipment, lessee at the option of lessor shall:

- (a) Place the same in good repair, condition and working order; or
- (b) Replace the same with like equipment in good repair, condition and working order; or, if same is determined by lessor to be lost, stolen, destroyed or damaged beyond repair, lessee shall:
- (c) Pay lessor therefor in cash the "Stipulated Loss Value" as set forth in the schedule. Upon such payment this lease shall terminate with respect to such item of equipment so paid for and lessee thereupon shall become entitled to such item of equipment as-is-where-is without warranty, express or implied, with respect to any matter whatsoever.

10. SURRENDER. Upon the expiration or earlier termination of this lease, with respect to any item of equipment, lessee shall (unless lessee has paid lessor in cash the "Stipulated Loss Value" of such item of equipment pursuant to paragraph 9 hereof) return the same to lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, in the following manner as may be specified by lessor:

- (a) By delivering such item of equipment at lessee's cost and expense to such place as lessor shall specify within the city or county in which the same was delivered to lessee or to which same was moved with the written consent of lessor; or
- (b) By loading such item of equipment at lessee's cost and expense on board such carrier as lessor shall specify and shipping the same, freight collect, to the destination designated by lessor.

11. INSURANCE. Lessee shall keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof as determined by lessor; and shall carry public liability and property damage insurance covering the equipment. All said insurance shall be in form and amount and with companies approved by lessor, and shall be in the joint names of lessor and lessee. Lessee shall pay the premiums therefor and deliver said policies, or duplicates thereof, to lessor. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to lessor, that it will give lessor thirty (30) days written notice before the policy in question shall be altered or cancelled. The proceeds of such insurance, at the option of lessor, shall be applied (a) toward the replacement, restoration or repair of the equipment or (b) toward payment of the obligations of lessee hereunder. Lessee hereby appoints lessor as lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts for, loss or damage under any said insurance policy.

12. TAXES. Lessee shall keep the equipment free and clear of all levies, liens and encumbrances and shall pay all license fees, registration fees, assessments, charges and taxes (municipal, state and federal) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of the equipment, excluding, however, all taxes on or measured by lessor's net income.

13. LESSOR'S PAYMENT. In case of failure of Lessee to procure or maintain said insurance or to pay said fees, assessments, charges and taxes, all as hereinbefore specified, Lessor shall have the right, but shall not be obligated, to effect such insurance, or pay said fees, assessments, charges and taxes, as the case may be. In that event, the cost thereof shall be repayable to Lessor with the next installment of rent, and failure to repay the same shall carry with it the same consequence, including interest at twelve (12) per cent per annum, as failure to pay any installment of rent.

14. **DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN LESSOR SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, DESIGN, OPERATION OF OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT (EITHER UPON THE DELIVERY THEREOF TO LESSEE OR UPON THE TRANSFER THEREOF TO LESSEE PURSUANT TO ANY PROVISION HEREOF OR OTHERWISE).

15. **INDEMNITY.** Lessee shall indemnify lessor against, and hold lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment, including without limitation the manufacture, selection, delivery, possession, use, operation or return of the equipment.

16. **DEFAULT.** If lessee with regard to any item or items of equipment fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable, or if lessee with regard to any item or items of equipment fails to observe, keep or perform any other provision of this lease required to be observed, kept or performed by lessee, lessor shall have the right to exercise any one or more of the following remedies:

(a) To declare the entire amount of rent hereunder immediately due and payable as to any or all items of equipment, without notice or demand to lessee.

(b) To sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any or all items of equipment.

(c) To take possession of any or all items of equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this lease as to any or all items of equipment unless lessor expressly so notifies lessee in writing.

(d) To terminate this lease as to any or all items of equipment.

(e) To pursue any other remedy at law or in equity.

Notwithstanding any said repossession, or any other action which lessor may take, lessee shall be and remain liable for the full performance of all obligations on the part of lessee to be performed under this lease.

All such remedies are cumulative, and may be exercised concurrently or separately.

17. **BANKRUPTCY.** Neither this lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the bankruptcy Act, as amended, is commenced by or against the lessee, or if the lessee is adjudged insolvent, or if the lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on any item or items of the equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the lessee is a party with authority to take possession or control of any item or items of the equipment, lessor shall have and may exercise any one or more of the remedies set forth in paragraph 16 hereof; and this lease shall, at the option of lessor, without notice, immediately terminate and shall not be treated as an asset of lessee after the exercise of said option.

18. **CONCURRENT REMEDIES.** No right or remedy herein conferred upon or reserved to lessor is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

19. **LESSOR'S EXPENSES.** Lessee shall pay lessor all costs and expenses, including attorneys' fees, incurred by lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

20. ASSIGNMENT. Without the prior written consent of lessor, lessee shall not (a) assign, transfer, pledge or hypothecate this lease, the equipment or any part thereof, or any interest therein or (b) sublet or lend the equipment or any part thereof, or permit the equipment or any part thereof to be used by anyone other than lessee or lessee's employees. Consent to any of the foregoing prohibited acts applies only in the given instance; and is not a consent to any subsequent like act by lessee or any other person.

Subject always to the foregoing, this lease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors and assigns of the parties hereto.

21. LESSOR'S ASSIGNMENT. It is understood that lessor contemplates assigning this lease and/or mortgaging the equipment, and that said assignee may assign the same. All rights of lessor hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, without notice to lessee. If lessor assigns this lease or the rentals due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by lessor hereunder or pursuant to any other agreement between lessor or lessee, should there be one, shall excuse performance by lessee of any provision hereof. No such assignee shall be obligated to perform any duty, covenant or condition required to be performed by lessor under the terms of this lease.

22. OWNERSHIP. The equipment is, and shall at all times be and remain, the sole and exclusive property of lessor; and the lessee shall have no right, title or interest therein or thereto except as expressly set forth in this lease.

23. PERSONAL PROPERTY. The equipment is, and shall at all times be and remain, personal property notwithstanding that the equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise.

24. INTEREST. Should lessee fail to pay any part of the rent herein reserved or any other sum required by lessee to be paid to lessor, within ten (10) days after the due date thereof, lessee shall pay unto the lessor interest on such delinquent payment from the due date until paid at the rate of twelve per cent (12%) per annum.

25. OFFSET. Lessee hereby waives any and all existing and future claims, and offsets, against any rent or other payments due hereunder; and agrees to pay the rent and other amounts hereunder regardless of any offset or claim which may be asserted by lessee or on its behalf.

26. NON WAIVER. No covenant or condition of this lease can be waived except by the written consent of lessor. Forbearance or indulgence by lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by lessee to which the same may apply, and, until complete performance by lessee of said covenant or condition, lessor shall be entitled to invoke any remedy available to lessor under this lease or by law or in equity despite said forbearance or indulgence.

27. ADDITIONAL DOCUMENTS. If lessor shall so request, lessee shall execute and deliver to lessor such documents as lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of lessor in the equipment.

28. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between lessor and lessee; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

29. NOTICES. Service of all notices under this agreement shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

30. GENDER; NUMBER. Whenever the context of this lease requires, the neuter gender includes the masculine or feminine, and the singular number includes the plural; and whenever the word "lessor" is used herein, it shall include all assignees of lessor. If there is more than one lessee named in this lease, the liability of each shall be joint and several.

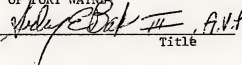
31. TITLES. The titles to the paragraphs of this lease are solely for the convenience of the parties, and are not an aid in the interpretation of the instrument.

32. TIME. Time is of the essence of this lease and each and all of its provisions.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

LINCOLN NATIONAL BANK AND TRUST COMPANY
OF FORT WAYNE

THE CITY OF FORT WAYNE

By  Title _____
By _____ Title _____

By _____ Title _____
By _____ Title _____

Lessor

Lessee

(Seal)

(Seal)

Address: 116 East Berry Street
Fort Wayne, Indiana 46802

Address:

SCHEDULE NO. 01

TO: Lease Agreement by and between LINCOLN NATIONAL BANK AND TRUST COMPANY
OF FORT WAYNE ("Lessor"), and CITY OF FT. WAYNE
("Lessee") dated _____, _____.

A. EQUIPMENT LEASED:

B. TERM: Unless sooner terminated as set forth in the lease, the term of this lease respecting each item of equipment listed on this schedule expires on _____, _____.

C. RENT: As rent for said equipment, Lessee shall pay Lessor the sum of \$1,126,074.21. Except as otherwise provided in the lease or in this schedule said rent shall be payable in annual installments, commencing on _____, _____, as follows:

Three (3) rental payment of 50,000.00
followed by Nine (9) rental payments of
\$108,452.69, due the 15th of the anniversary date of
the commencement of this Lease Unless sooner paid, all said rent shall
be payable in any event on or before the expiration or sooner
termination of this lease.

D. LOCATION: The above described equipment shall be located at various
City of Fort Wayne Fire Station locations within the City of Fort Wayne.
and shall not be removed therefrom without the prior written consent
of Lessor.

E. STIPULATED LOSS VALUE: Amount to be paid pursuant to paragraph 9 of
said lease for each unit lost, stolen, destroyed or damaged beyond
repair during each period thereof.

SCHEDULE NO. 01

STIPULATED LOSS VALUES
(Expressed as % of Original Equipment Cost)

<u>Rental Periods</u>	<u>S.L.V.</u>	<u>Rental Periods</u>	<u>S.L.V.</u>
1	\$777,000.00	7	\$541,778.73
2	\$769,735.00	8	\$463,123.87
3	\$762,070.43	9	\$380,142.99
4	\$753,984.30	10	\$292,598.16
5	\$687,000.75	11	\$200,238.37
6	\$616,333.10	12	\$102,798.79

Expressed as the principal amount due for the rental periods ending as shown above plus interest at the rate of 5.5% per annum; an amortization schedule is shown on the attached Addendum, assuming a renewal of this lease for the full twelve year period.

APPROVED AND AGREED TO this day of _____, _____, as a
schedule to that certain lease dated the _____ day of _____,
_____, by and between the parties hereto, and made a part hereof.

By _____
Title

By _____
Title

By _____
Title

By _____
Title

LESSOR

LESSEE

Address: 116 East Berry Street
Fort Wayne, Indiana 46802

Address:

LINCOLN NATIONAL BANK AND TRUST COMPANY

ADDENDUM

To Schedule No. 01 dated _____, _____, to Lease Agreement by and between Lincoln National Bank and Trust Company of Fort Wayne ("Lessor"), and City of Fort Wayne ("Lessee") dated _____, _____.

<u>YEAR OF PMT.</u>	<u>RENT</u>	<u>INT. (5.5%)</u>	<u>PRIN. REC.</u>	<u>PRIN. BAL.</u>
1976				\$777,000.00
1977	\$50,000.00	\$42,735.00	\$ 7,265.00	\$769,735.00
1978	50,000.00	42,335.43	7,664.58	762,070.43
1979	50,000.00	41,913.87	8,086.13	753,984.30
1980	108,452.69	41,469.14	66,983.55	687,000.75
1981	108,452.69	37,785.04	70,667.65	616,333.10
1982	108,452.69	33,898.32	74,554.37	541,778.73
1983	108,452.69	29,797.83	78,654.86	463,123.87
1984	108,452.69	25,471.81	82,980.88	380,142.99
1985	108,452.69	20,907.86	87,544.83	292,598.16
1986	108,452.69	16,092.90	92,359.79	200,238.37
1987	108,452.69	11,013.11	97,439.58	102,798.79
1988	108,452.69	5,653.93	102,798.76	.03

THIS LEASE, made this _____ day of _____, 19____, by and between
LINCOLN NATIONAL BANK AND TRUST COMPANY OF FORT WAYNE, hereinafter called
"Lessor," and THE CITY OF FORT WAYNE,
hereinafter called "Lessee."

WITNESSETH:

For and in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. LEASE. Lessor hereby leases to lessee, and lessee hereby leases and hires from lessor, all machinery, equipment and other property described in (a) the schedule executed by the parties concurrently herewith or hereafter and made a part hereof, and (b) any schedule or schedules hereafter executed by the parties hereto and made a part hereof. All said machinery, equipment and other property described in all said schedules is hereinafter collectively called "equipment"; and all said schedules are hereinafter collectively called "schedule."

2. TERM. The term of this lease respecting each item of equipment commences as to each such item of equipment upon the date Lessee executes and delivers to Lessor a Certificate of Delivery and Installation on the form of that attached hereto. The term of this lease ends on the date designated on this schedule.

3. RENT. The rent for any and every item of equipment described in the schedule shall be the amount designated in the schedule. Lessee shall pay lessor in advance, in the amounts and at the times set forth in the schedule, at the office of lessor, or to such other person and/or at such other place as lessor may from time to time designate in writing.

4. USE. Lessee shall use the equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in anywise relating to the possession, use or maintenance of the equipment. If at any time during the term hereof lessor supplies lessee with labels, plates or other markings stating that the equipment is owned by lessor, lessee shall affix and keep the same upon a prominent place on the equipment.

5. LESSEE'S INSPECTION; CONCLUSIVE PRESUMPTIONS. Lessee shall inspect the equipment within ten (10) days after receipt thereof. Unless lessee within said period of time gives written notice to lessor, specifying any defect in or other proper objection to the equipment, lessee agrees that it shall be conclusively presumed, as between lessor and lessee, that lessee has fully inspected and acknowledged that the equipment is in good condition and repair, and that lessee is satisfied with and has accepted the equipment in such good condition and repair.

6. LESSOR'S INSPECTION. Lessor shall at any time during business hours have the right to enter into and upon the premises where the equipment may be located for the purpose of inspecting the same or observing its use. Lessee shall give lessor immediate notice of any attachment or other judicial process affecting any item of equipment and shall, whenever requested by lessor, advise lessor of the exact location of the equipment.

7. ALTERATIONS. Without the prior written consent of lessor, lessee shall not make any alterations, additions or improvements to the equipment. All additions and improvements of whatsoever kind or nature made to the equipment shall belong to and become the property of lessor upon the expiration, or earlier termination, of this lease.

8. REPAIRS. Lessee, at its own cost and expense, shall keep the equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the equipment in good mechanical and working order.

9. LOSS AND DAMAGE; STIPULATED LOSS VALUE. Lessee hereby assumes and shall bear the entire risk of loss and damage to the equipment from any and every cause whatsoever. No loss or damage to the equipment or any part thereof shall impair any obligation of lessee under this lease which shall continue in full force and effect.

In the event of loss or damage of any kind whatever to any item of equipment, lessee at the option of lessor shall:

- (a) Place the same in good repair, condition and working order; or
- (b) Replace the same with like equipment in good repair, condition and working order; or, if same is determined by lessor to be lost, stolen, destroyed or damaged beyond repair, lessee shall:
- (c) Pay lessor therefor in cash the "Stipulated Loss Value" as set forth in the schedule. Upon such payment this lease shall terminate with respect to such item of equipment so paid for and lessee thereupon shall become entitled to such item of equipment as-is-where-is without warranty, express or implied, with respect to any matter whatsoever.

10. SURRENDER. Upon the expiration or earlier termination of this lease, with respect to any item of equipment, lessee shall (unless lessee has paid lessor in cash the "Stipulated Loss Value" of such item of equipment pursuant to paragraph 9 hereof) return the same to lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, in the following manner as may be specified by lessor:

- (a) By delivering such item of equipment at lessee's cost and expense to such place as lessor shall specify within the city or county in which the same was delivered to lessee or to which same was moved with the written consent of lessor: or
- (b) By loading such item of equipment at lessee's cost and expense on board such carrier as lessor shall specify and shipping the same, freight collect, to the destination designated by lessor.

11. INSURANCE. Lessee shall keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof as determined by lessor; and shall carry public liability and property damage insurance covering the equipment. All said insurance shall be in form and amount and with companies approved by lessor, and shall be in the joint names of lessor and lessee. Lessee shall pay the premiums therefor and deliver said policies, or duplicates thereof, to lessor. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to lessor, that it will give lessor thirty (30) days written notice before the policy in question shall be altered or cancelled. The proceeds of such insurance, at the option of lessor, shall be applied (a) toward the replacement, restoration or repair of the equipment or (b) toward payment of the obligations of lessee hereunder. Lessee hereby appoints lessor as lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts for, loss or damage under any said insurance policy.

12. TAXES. Lessee shall keep the equipment free and clear of all levies, liens and encumbrances and shall pay all license fees, registration fees, assessments, charges and taxes (municipal, state and federal) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of the equipment, excluding, however, all taxes on or measured by lessor's net income.

13. LESSOR'S PAYMENT. In case of failure of Lessee to procure or maintain said insurance or to pay said fees, assessments, charges and taxes, all as hereinbefore specified, Lessor shall have the right, but shall not be obligated, to effect such insurance, or pay said fees, assessments, charges and taxes, as the case may be. In that event, the cost thereof shall be repayable to Lessor with the next installment of rent, and failure to repay the same shall carry with it the same consequence, including interest at twelve (12) per cent per annum, as failure to pay any installment of rent.

14. DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN LESSOR SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, DESIGN, OPERATION OF OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT (EITHER UPON THE DELIVERY THEREOF TO LESSEE OR UPON THE TRANSFER THEREOF TO LESSEE PURSUANT TO ANY PROVISION HEREOF OR OTHERWISE).

15. INDEMNITY. Lessee shall indemnify lessor against, and hold lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment, including without limitation the manufacture, selection, delivery, possession, use, operation or return of the equipment.

16. DEFAULT. If lessee with regard to any item or items of equipment fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable, or if lessee with regard to any item or items of equipment fails to observe, keep or perform any other provision of this lease required to be observed, kept or performed by lessee, lessor shall have the right to exercise any one or more of the following remedies:

(a) To declare the entire amount of rent hereunder immediately due and payable as to any or all items of equipment, without notice or demand to lessee.

(b) To sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any or all items of equipment.

(c) To take possession of any or all items of equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this lease as to any or all items of equipment unless lessor expressly so notifies lessee in writing.

(d) To terminate this lease as to any or all items of equipment.

(e) To pursue any other remedy at law or in equity.

Notwithstanding any said repossession, or any other action which lessor may take, lessee shall be and remain liable for the full performance of all obligations on the part of lessee to be performed under this lease.

All such remedies are cumulative, and may be exercised concurrently or separately.

17. BANKRUPTCY. Neither this lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the bankruptcy Act, as amended, is commenced by or against the lessee, or if the lessee is adjudged insolvent, or if the lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on any item or items of the equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the lessee is a party with authority to take possession or control of any item or items of the equipment, lessor shall have and may exercise any one or more of the remedies set forth in paragraph 16 hereof; and this lease shall, at the option of lessor, without notice, immediately terminate and shall not be treated as an asset of lessee after the exercise of said option.

18. CONCURRENT REMEDIES. No right or remedy herein conferred upon or reserved to lessor is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

19. LESSOR'S EXPENSES. Lessee shall pay lessor all costs and expenses, including attorneys' fees, incurred by lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

20. ASSIGNMENT. Without the prior written consent of lessor, lessee shall not (a) assign, transfer, pledge or hypothecate this lease, the equipment or any part thereof, or any interest therein or (b) sublet or lend the equipment or any part thereof, or permit the equipment or any part thereof to be used by anyone other than lessee or lessee's employees. Consent to any of the foregoing prohibited acts applies only in the given instance; and is not a consent to any subsequent like act by lessee or any other person.

Subject always to the foregoing, this lease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors and assigns of the parties hereto.

21. LESSOR'S ASSIGNMENT. It is understood that lessor contemplates assigning this lease and/or mortgaging the equipment, and that said assignee may assign the same. All rights of lessor hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, without notice to lessee. If lessor assigns this lease or the rentals due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by lessor hereunder or pursuant to any other agreement between lessor or lessee, should there be one, shall excuse performance by lessee of any provision hereof. No such assignee shall be obligated to perform any duty, covenant or condition required to be performed by lessor under the terms of this lease.

22. OWNERSHIP. The equipment is, and shall at all times be and remain, the sole and exclusive property of lessor; and the lessee shall have no right, title or interest therein or thereto except as expressly set forth in this lease.

23. PERSONAL PROPERTY. The equipment is, and shall at all times be and remain, personal property notwithstanding that the equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise.

24. INTEREST. Should lessee fail to pay any part of the rent herein reserved or any other sum required by lessee to be paid to lessor, within ten (10) days after the due date thereof, lessee shall pay unto the lessor interest on such delinquent payment from the due date until paid at the rate of twelve per cent (12%) per annum.

25. OFFSET. Lessee hereby waives any and all existing and future claims and offsets, against any rent or other payments due hereunder; and agrees to pay the rent and other amounts hereunder regardless of any offset or claim which may be asserted by lessee or on its behalf.

26. NON WAIVER. No covenant or condition of this lease can be waived except by the written consent of lessor. Forbearance or indulgence by lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by lessee to which the same may apply, and, until complete performance by lessee of said covenant or condition, lessor shall be entitled to invoke any remedy available to lessor under this lease or by law or in equity despite said forbearance or indulgence.

27. ADDITIONAL DOCUMENTS. If lessor shall so request, lessee shall execute and deliver to lessor such documents as lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of lessor in the equipment.

28. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between lessor and lessee; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

29. NOTICES. Service of all notices under this agreement shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth, or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

30. GENDER; NUMBER. Whenever the context of this lease requires, the neuter gender includes the masculine or feminine, and the singular number includes the plural; and whenever the word "lessor" is used herein, it shall include all assignees of lessor. If there is more than one lessee named in this lease, the liability of each shall be joint and several.

31. TITLES. The titles to the paragraphs of this lease are solely for the convenience of the parties, and are not an aid in the interpretation of the instrument.

32. TIME. Time is of the essence of this lease and each and all of its provisions.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

LINCOLN NATIONAL BANK AND TRUST COMPANY
OF FORT WAYNE

THE CITY OF FORT WAYNE

By *John E. Beck III, A.V.P.*
Title

By _____
Title

By _____
Title

By _____
Title

Lessor

Lessee

(Seal)

(Seal)

Address: 116 East Berry Street
Fort Wayne, Indiana 46802

Address:

SCHEDULE NO. 01

TO: Lease Agreement by and between LINCOLN NATIONAL BANK AND TRUST COMPANY
OF FORT WAYNE ("Lessor"), and CITY OF FT. WAYNE
("Lessee") dated _____, _____.

A. EQUIPMENT LEASED:

B. TERM: Unless sooner terminated as set forth in the lease, the term of this lease respecting each item of equipment listed on this schedule expires on _____, _____.

C. RENT: As rent for said equipment, Lessee shall pay Lessor the sum of \$1,126,074.21. Except as otherwise provided in the lease or in this schedule said rent shall be payable in annual installments, commencing on _____, _____, as follows:

Three (3) rental payment of 50,000.00 =
followed by Nine (9) rental payments of
\$108,452.69, due the 15th of the anniversary date of
the commencement of this Lease. Unless sooner paid, all said rent shall
be payable in any event on or before the expiration or sooner
termination of this lease.

D. LOCATION: The above described equipment shall be located at various
City of Fort Wayne Fire Station locations within the City of Fort Wayne,
and shall not be removed therefrom without the prior written consent
of Lessor.

E. STIPULATED LOSS VALUE: Amount to be paid pursuant to paragraph 9 of said lease for each unit lost, stolen, destroyed or damaged beyond repair during each period thereof.

SCHEDULE NO. 01

STIPULATED LOSS VALUES
(Expressed as % of Original Equipment Cost)

<u>Rental Periods</u>	<u>S.L.V.</u>	<u>Rental Periods</u>	<u>S.L.V.</u>
1	\$777,000.00	7	\$541,778.73
2	\$769,735.00	8	\$463,123.87
3	\$762,070.43	9	\$380,142.99
4	\$753,984.30	10	\$292,598.16
5	\$687,000.75	11	\$200,238.37
6	\$616,333.10	12	\$102,798.79

Expressed as the principal amount due for the rental periods ending as shown above plus interest at the rate of 5.5% per annum; an amortization schedule is shown on the attached Addendum, assuming a renewal of this lease for the full twelve year period.

APPROVED AND AGREED TO this day of _____, _____, as a
schedule to that certain lease dated the _____ day of _____,
_____, by and between the parties hereto, and made a part hereof.

By _____
Title

By _____
Title

By _____
Title

By _____
Title

LESSOR

LESSEE

Address: 116 East Berry Street
Fort Wayne, Indiana 46802

Address:

LINCOLN NATIONAL BANK AND TRUST COMPANY

ADDENDUM

To Schedule No. 01 dated _____, _____, to Lease Agreement by and between Lincoln National Bank and Trust Company of Fort Wayne ("Lessor"), and City of Fort Wayne ("Lessee") dated _____, _____.

<u>YEAR OF PMT.</u>	<u>RENT</u>	<u>INT. (5.5%)</u>	<u>PRIN. REC.</u>	<u>PRIN. BAL.</u>
1976				\$777,000.00
1977	\$50,000.00	\$42,735.00	\$ 7,265.00	\$769,735.00
1978	50,000.00	42,335.43	7,664.58	762,070.43
1979	50,000.00	41,913.87	8,086.13	753,984.30
1980	108,452.69	41,469.14	66,983.55	687,000.75
1981	108,452.69	37,785.04	70,667.65	616,333.10
1982	108,452.69	33,898.32	74,554.37	541,778.73
1983	108,452.69	29,797.83	78,654.86	463,123.87
1984	108,452.69	25,471.81	82,980.88	380,142.99
1985	108,452.69	20,907.86	87,544.83	292,598.16
1986	108,452.69	16,092.90	92,359.79	200,238.37
1987	108,452.69	11,013.11	97,439.58	102,798.79
1988	108,452.69	5,653.93	102,798.76	.03

Admn. Appr. _____

DIGEST SHEET

TITLE OF ORDINANCE SPECIAL

L-76-07-08

DEPARTMENT REQUESTING ORDINANCE Board of Safety, Fire Department

SYNOPSIS OF ORDINANCE Lease Purchase financing 10 fire pumpers

EFFECT OF PASSAGE _____

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$777,000.00

ASSIGNED TO COMMITTEE (PRESIDENT) *Finance Jdtku*